



Terms of Service (TOS)

Please read the following information carefully before using the wireless high-speed internet access network. You may not use the service without accepting these Terms and Conditions.

Welcome to the wireless high-speed Internet access system ("Wi-Fi System") at ANTONELLI INSTITUTE. These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System at ANTONELLI INSTITUTE.

Acceptance of Terms and Conditions of Use

BY SIGNING THE FILE DOCUMENTATION SHEET YOU ARE AGREEING that:

YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT.

If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System. Your acceptance of the Agreement by initialing the File Documentation Sheet has the same effect as if you had actually signed this Agreement. The effective date of this Agreement is the date that you initial the File Documentation Sheet.

Description of Wi-Fi System/Service Availability

ANTONELLI INSTITUTE will provide access to the Wi-Fi System at locations ("Enabled Locations") that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all areas of the ANTONELLI INSTITUTE and may not always be operational.

ANTONELLI INSTITUTE will provide you with wireless card configuration support if needed.

Fee for Wi-Fi System

The Wi-Fi system at ANTONELLI INSTITUTE is provided "free of charge" as a value added service to the students, visitors, and business partners of ANTONELLI INSTITUTE.

Access to Internet

ANTONELLI INSTITUTE does not screen or restrict access to any content placed on or accessible through the Internet. ANTONELLI INSTITUTE also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to content, goods, or services which you consider to be improper, inaccurate, misleading, defamatory, obscene, or otherwise offensive. You agree that ANTONELLI INSTITUTE is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

Your Responsibilities

You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi System, (2) comply with local, state, federal, and international laws and regulations, including but not limited to copyright and intellectual

property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability, and/or usefulness of any content available through the Wi-Fi System and (2) all communications that you send or receive via the Wi-Fi System. ANTONELLI INSTITUTE does not undertake the security of any data you send through the Wi-Fi System and it is your responsibility to secure such data.

Acceptable Use Policy

All users of the Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. ANTONELLI INSTITUTE does not actively monitor the use of the Wi-Fi System under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System. However, we may review, monitor, remove, block, filter, or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject ANTONELLI INSTITUTE to liability or may violate this AUP. ANTONELLI INSTITUTE may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of the AUP or TOS may result in the suspension or termination of your access to the Wi-Fi System and/or suspension or termination from your program of study.

The following constitute examples of violations of this AUP.

You agree not to use the Wi-Fi System to:

- (1) Transmit any material (by uploading, posting, email, or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- (2) Harm, or attempt to harm, minors in any way;
- (3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;
- (4) Transmit any material (by uploading, posting, email, or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
- (5) Transmit any material (by uploading, posting, email, or otherwise) that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- (6) Transmit (by uploading, posting, email, or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (7) Transmit any material (by uploading, posting, email, or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(9) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;

(10) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;

(11) Resell the Wi-Fi System without ANTONELLI INSTITUTE's authorization;

(12) Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that ANTONELLI INSTITUTE may disclose your communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

ANTONELLI INSTITUTE requests that anyone who believes that there is a violation of this AUP direct the information to it@antonelli.edu and include "WIFI" in the subject line. If available, please provide the following information:

alleged violation;

violation; and

number.

email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

(1) the IP address;
(2) the date and time of the alleged violation;
(3) evidence of the violation;
(4) a contact details including phone number, email address, and physical address, if available.
Please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

Termination

You agree that ANTONELLI INSTITUTE may terminate this Agreement and cancel your access to the Wi-Fi System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to perform any illegal activity. You further agree that in the event of termination for any reason, ANTONELLI INSTITUTE will have no liability to you.

Notice of Problems or Complaints

If you experience a problem accessing or using the Wi-Fi System, report the problem by submitting a support issue on one of the computers or email support@antonelli.edu and include "WIFI" in the subject line.

Modifications

ANTONELLI INSTITUTE may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time. Such modifications shall be binding and effective upon posting on the <http://www.antonelli.org/forms> page. You agree to periodically review the Terms of Service and AUP on the <http://www.antonelli.org/forms> page to maintain awareness of any modifications. By continuing to use the Wi-Fi System after such postings, you accept and agree to any and all such modifications.

Indemnification

You shall defend, indemnify and hold ANTONELLI INSTITUTE and its corporate affiliates and their respective officers, directors, stockholders, employees, contractors, agents, successors, and assigns harmless from and against, and shall promptly reimburse them for any and all losses, claims,

damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi System or any breach of this Agreement.

No Warranty

THE WI-FI SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. ANTONELLI INSTITUTE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANTONELLI INSTITUTE MAKES NO EXPRESS WARRANTIES AND THE USER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH ANTONELLI INSTITUTE OR THE INTERNET GENERALLY. THE USER EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND ANTONELLI INSTITUTE DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY ANTONELLI INSTITUTE OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

Limitation of Liability

ANTONELLI INSTITUTE, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WI-FI SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.